REMARKS

In accordance with the foregoing, claims 4, 5, 10, 11, and 20 are amended herein. No new matter is presented, and approval and entry of the amended claims are respectfully requested.

Claims 2-5, 10-11, and 20 are pending. Reconsideration is respectfully requested.

Action Incomplete

Applicants submit that the current Office Action and Correction to the Office Action are incomplete in that all of the Applicants' arguments traversing the rejections from the previous Amendment filed December 18, 2009 were not considered.

For example, the Examiner does not address the Applicants' argument that the term "bid" disclosed by DiMattina does not teach "an auction".

Thus, if the application is not found to be in condition for allowance, Applicants submit that a Final Office Action would not be appropriate and rather, a new complete non-final Office Action with the due date reset should be issued.

Items 4-7: Rejection of claims 2-5, 10-11, and 20 35 USC §112, second paragraph

In items 4-7 of the Office Action, the Examiner rejects claims 2-5, 10-11, and 20 under 35 USC §112, second paragraph. The rejection is traversed.

In item 5, the Examiner asserts:

> [F]ollowing limitations are rejected as being vague and indefinite. "cross-checking, by a server operated by a service dealer ..." is unclear. It is unclear whether the cross-checking performed by the server or the operator. . . . The phrase "judging whether the solicitation-related keyword ...." Is condition; the claims allows the options of found the keyword or has not found the keyword. For the purpose of examination, the claim will be treated as the keyword has not been found. In addition, it is unclear who or what is performing the step of judging."

(See, for example, Office Action at page 2, lines 16 - 21).

Independent claim 4 is amended herein to address the Examiner's concerns and recite an insurance task processing method including "cross-checking, by a server operated by a service dealer other than a buyer, a seller and an insurer, . . . ; and distributing, by the server operated by the service dealer other than the buyer, . . .and judging, by the server operated by the service dealer other than the buyer," (Emphasis added). Independent clams 10-11 and 20, as amended herein, have similar recitations.

Dependent clam 5, as amended herein, recites a method including "wherein said

6

receiving insurance premium information, said calculating, and said presenting are performed by the server operated by the service dealer other than the buyer."

That is, as amended Applicants submit it is clear that each processing, including "cross-checking" and "judging," is performed by the server, that is, "a server operated by a service dealer other than a buyer."

*   *

The Examiner asserts:

> The limitation "selecting at least one insurer from a plurality of insurers based on registered information that satisfies a providing condition of a trading price and a transaction type indicating whether the transaction is either an auction or a trading included in the electronic information" is unclear. It is unclear how it is known that an auction or trading transaction is included in the distributed information and what Applicant intended by this limitation. . . . The limitation "wherein the selecting comprises referencing a definition table that defines providing conditions in accordance with trading prices and transaction types" is unclear. It is unclear if referencing a definition table actually performs a function as it does not pull data from the table, it appears the limitation only refers to looking (i.e. referencing) at the information.

(See, Office Action at page 2, line 22   - page 3, line 6).

Claim 4 recites that " . . .distributing comprises: selecting at least one insurer from a plurality of insurers based on registered information that satisfies a providing condition of a trading price and a transaction type indicating whether the transaction is either an auction or a trading included in the electronic information . . ."

Applicants submit that one or ordinary skill in the art would find clear from plain language of claim 4 that the distribution includes, for example, 1) selecting an insurer from a plurality of insurers, 2) that this selecting is based on registered information, and 3) that information indicates a conditional trading price a conditional transaction type.

*   *

In item 6 of the Office Acton, the Examiner asserts:

> [W]ith regard to claim 3, the Applicant recites "if the insurance is invalid, or if the buyer...." and "if the insurance in invalid, or if the seller   ". It is unclear what happens when the "if" statements are false.

(See, for example, Office Action at page 3, lines 7-8).

Claim 3 recites a method including "wherein said distributing distributes the solicitation-to-insurance information to the buyer even when the buyer has previously subscribed to insurance, if the insurance is invalid, or if the buyer has experienced an encounter with an accident related to electronic commerce in the past, and said distributing distributes the solicitation-to-insurance information to the seller even when the seller has previously subscribed

7

to insurance, <u>if the insurance is invalid, or if the seller has experienced an encounter</u> with an accident related to electronic commerce in the past." (Emphasis added).

That is, according to an exemplary embodiment, as recited by claim 3, in the distributing processing, in a condition where the "if" statements are false, it is not necessary to distribute solicitation - to - insurance information, e.g., in a case where the buyers has previously subscribed to valid insurance.

<div align="center">*   *</div>

In item 7 of the Office Action, the Examiner asserts:

> With regard to claim 5, the term "normal" is subjective; what is normal for one, may not be normal for another. In addition, the phrase "based on a discount insurance" is unclear; The Applicant has not clearly claimed what the phrase "based on a discount insurance" refers to, for instance, trading price or final insurance premium.

(see, Office Action at page 3, lines 9-12).

Claim 5 is amended to address the Examiner's concerns and delete the phrase "as reduced from a normal insurance premium rate." Further, Applicants submit that one of ordinary skill in the art find that the phrase --based on a discount rate" as it clearly recites feature that insurance premium information in accordance with the trading price based on the reduced discount insurance premium rate is calculated.

Conclusion

Applicants submit that the Examiner's concerns have been addressed and claims 2-5 and 10-11, and 20 comply with 35 USC §112, second paragraph and the rejection should be withdrawn

Item 9: Rejection of claims 2-5 and 20 under 35 U.S.C. §101

In item 9 of the Office Action, the Examiner rejects claims 2- 5 and 20 as directed to a method that is not statutory.

The rejection is traversed.

Independent claim 4 as amended herein (and dependent claims 2-3 and 5) and independent claim 20 recite that all processing are performed by a "server".

Conclusion

Applicants submit that claims 2-5 and 20 comply with 35 U.S.C. §101 and the rejection should be withdrawn.

Item 10: Rejection Of Claims Under 35 U.S.C. §103 For Obviousness

The Examiner rejects independent claims 4, 10-11, and 20 (and dependent claims 2-3

and 5) under 35 U.S.C. §103(a) as being unpatentable over DiMattina (U.S. P. 6,405,177) in view of Furusawa et al. (U.S.P. 6,934,738).

The rejections are traversed.

Applicants submit that all of the features recited by at least each independent claim are not taught by even an *arguendo* combination of the art of record.

Independent claim 4 recites a method including "cross-checking, <u>by a server operated by a service dealer other than a buyer, a seller and an insurer,</u> electronic information distributed within the server between the buyer and the seller with a word table in which a solicitation-related keyword is registered, and <u>judging, by the server</u> operated by the service dealer other than the buyer, whether the solicitation-related keyword is included in the electronic information; and <u>distributing, by the server</u> operated by the service dealer other than the buyer, solicitation-to-insurance information to the buyer, the seller or both, when judged by the server that the solicitation-related keyword is included in the electronic information, wherein said distributing comprises: <u>selecting at least one insurer from a plurality of insurers based on registered information that satisfies a providing condition of a trading price and a transaction type indicating whether the transaction is either an auction or a trading included in the electronic information,</u> and distributing the solicitation-to-insurance information of each selected insurer, wherein the selecting comprises <u>referencing a definition</u> table that defines providing conditions in accordance with trading prices and transaction types'. (Emphasis added). Independent claims 10, 11, and 20 have similar recitations.

That is, according to an exemplary embodiment, as recited by claim 4, for example, one or more insurers are selected by referencing a definition table that defines providing conditions in accordance with trading prices and transaction types.

Applicants submit that none of the art of record, alone or in combination, teach a "selecting at least <u>one insurer</u> from a plurality of insurers."

Rather, DiMattina arguendo merely teaches choosing an insurance <u>product</u> from several insurers.

Claim 4 recites, for example, that this selecting of an insurer from several insurers is based on <u>a providing condition</u> of both price and whether the transaction is an auction or a trade.

Applicants submit that none of the art of record teaches such a providing condition. By contrast, with claim 4, for example, Dimattina merely teaches:

Other B2B models currently include product supply and procurement exchanges,

9

where a company purchasing agent can shop for supplies from vendors, <u>request proposals</u>, and, in some cases, <u>bid to make a purchase at a desired price.</u>
(Emphasis added, See, for example, col. 1, lines 34 -40).

As understood by one of ordinary skill in the art, an auction may be defined as a "sale of property to the highest bidder. . . . The essential part is the selection of a purchaser from a number of bidders. (See, for example, Legal Dictionary at <<http://legal-dictionary. thefreedictionary.com/auction>>).

Further, as understood by one of ordinary skill in the art, the term "bid" may be defined as "an offer to purchase with a specific price stated. It includes offers during an auction in which people compete by raising the bid until there is no more bidding, or contractors offer to contract to build a project or sell goods or services at a given price." (see, for example, Legal Dictionary at <<http://legal-dictionary.thefreedictionary.com/bid>>).

That is, while one definition of "bid" is an offer at an auction, Applicants submit that as understood by one of ordinary skill in the art, Dimattina, instead, uses the term "bid," <u>not to refer to an auction,</u> but in a response to a "request proposal" to make a purchase at a desired price. DiMattina merely teaches that a user can bid to make a purchase.

    *   *

Further, neither DiMattina nor Furusawa teach "a definition table." By contrast, Furusawa merely teaches:

> The distributing station 40 has a keyword lookup table that defines the relationships between message keywords and their associated handler programs.

(See, for example, col. 5, lines 20-23

That is, Furusawa does not teach a table "that defines providing conditions in accordance with trading prices and transaction types," as recited, claim 4 for example.

    *   *

Since all of the features recited by each of the independent claims are not taught by the art of record, alone or in combination, a finding of *prima facie* obviousness would be in error.

Thus, the rejection of each of the independent claims 4, 10, 11, and 20 should by withdrawn and claims 4, 10, 11, and 20 allowed.

    *   *

Dependent claims 2-3, and 5 inherit the patentable recitations of their respective base claims, and therefore, patentably distinguish over the cited art for at least the reasons discussed above. Thus, the rejection of claims 2-3 and 5 should be withdrawn.

Conclusion

Thus, claims 2-5, 10-11 and 20 should be allowed.

Conclusion

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,
STAAS & HALSEY LLP

Date: _Augut 16, 2010_   By: _/Paul Bobowiec/_

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